

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Knowledge Learning Enterprises, Inc.		01/07/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Agent		
Street Address:	One Front Street, 23rd Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111-5325		
Entity Type:	Unknown:		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Serial Number:	78173102	MAKING THE EARLY YEARS COUNT	
Registration Number:	2622124	A SUMMER JAM OF FESTIVAL FUN!	
Registration Number:	2182886	BECAUSE CHILDHOOD IS ONCE IN A LIFETIME	
Registration Number:	2259820		
Registration Number:	2373235	CHAMPIONS	
Registration Number:	2882063	CHAMPIONS	
Registration Number:	1606796	CHILDREN'S WORLD LEARNING CENTERS	
Registration Number:	0905288	CHILDREN'S WORLD	
Registration Number:	2785709	CHILDREN'S WORLD OF READING	
Registration Number:	1859069	COOLEST SUMMER IN THE U.S.A.	
Registration Number:	2189883	DAYBRIDGE	
Registration Number:	1714574	EARLY IMPRESSIONS	
Registration Number:	2358354	EVERY STEP IS AN OPPORTUNITY TO LEARN	
Registration Number:	2315326	C	

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TRADEMARK
REEL: 003009 FRAME: 0459

Registration Number:	2081953	FUNFEST
Registration Number:	2171369	HAVE THE SUMMER OF A LIFETIME
Registration Number:	2348977	HOLIDAY FUNFEST
Registration Number:	2732230	KIDS ON THE GO
Registration Number:	2732231	KIDS ON THE JOB
Registration Number:	2518178	MAKING A DIFFERENCE FOR MORE THAN 30 YEARS
Registration Number:	2300403	MEDALLION
Registration Number:	2840567	MEGA MIX OF SUMMER KICKS
Registration Number:	2412736	MERITOR
Registration Number:	2243928	MERITOR
Registration Number:	2100062	PATHWAYS PRESCHOOL PLUS
Registration Number:	1622985	PATHWAYS
Registration Number:	1927401	QUEST 4 FUN
Registration Number:	1929224	QUEST 4 FUN!
Registration Number:	2355977	SEE WHERE YOUR CHILD CAN GO
Registration Number:	2567159	SET YOUR MIND FREE
Registration Number:	2365171	TRACK PACK
Registration Number:	2586339	WAY COOL, RIGHT AT SCHOOL!
Registration Number:	1633500	WE CALL IT LEARNING CHILDREN CALL IT FUN
Registration Number:	2592828	WHERE LEARNING AND FUN BECOME ONE
Registration Number:	2676837	MEGA MIX OF AFTER-SCHOOL KICKS!
Registration Number:	2743918	THE GREAT BREAK ESCAPE
Registration Number:	2404530	SUMMERTIME CHAMPIONS
Registration Number:	2789123	SUMMERTIME CHAMPIONS
Registration Number:	2815479	THE DO-RIGHT CREW

CORRESPONDENCE DATA

Fax Number: (213)430-6407

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: gdurham@omm.com

Correspondent Name: Gina M. Durham, Esq.

Address Line 1: 400 South Hope Street

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/

Date:

01/13/2005

Total Attachments: 6

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, KNOWLEDGE LEARNING ENTERPRISES, INC., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Knowledge Learning Corporation, a Delaware corporation ("**Company**"), has entered into an Credit Agreement dated as of January 7, 2005 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**") and BNP Paribas, as Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, "**Hedge Counterparties**"); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of January 7, 2005 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Hedge Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Hedge Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of January 7, 2005 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party became a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case if material to the business of such Grantor and whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically set forth on Schedule A annexed hereto, as the same may be amended pursuant hereto from time to time) (collectively, the **“Trademarks”**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto, as the same may be amended pursuant hereto from time to time), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **“proceeds”** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

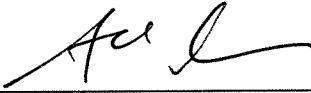
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of Grantor’s rights or interests in any Trademark Collateral to the extent, but only to the extent, that such grant is prohibited by applicable law or to the extent that such a grant would, under the terms of any license, contract or agreement related to any such Trademark Collateral, result in a breach of the terms of, or constitute a default under, any such license, contract or agreement (other than to the extent that any such prohibition would be rendered ineffective pursuant to the UCC (as defined in the Security Agreement) or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such prohibition, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 7th day of January, 2005.

KNOWLEDGE LEARNING ENTERPRISES, INC.

By: 
Name: Adam Cohn
Title: Vice President

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered Trademarks:

	Registered Owner	Trademark Description	Registration Number	Registration Date
1.	Knowledge Learning Enterprises, Inc.	A SUMMER JAM OF FESTIVAL FUN!	2622124	09/17/02
2.	Knowledge Learning Enterprises, Inc.	BECAUSE CHILDHOOD IS ONCE IN A LIFETIME	2182886	08/18/98
3.	Knowledge Learning Enterprises, Inc.	BRANCH DESIGN	2259820	07/06/99
4.	Knowledge Learning Enterprises, Inc.	CHAMPIONS	2373235	08/01/00
5.	Knowledge Learning Enterprises, Inc.	CHAMPIONS	2882063	09/07/04
6.	Knowledge Learning Enterprises, Inc.	CHILDREN'S WORLD LEARNING CENTERS	1606796	07/17/90
7.	Knowledge Learning Enterprises, Inc.	CHILDREN'S WORLD	0905288	12/29/70
8.	Knowledge Learning Enterprises, Inc.	CHILDREN'S WORLD OF READING	2785709	11/25/03
9.	Knowledge Learning Enterprises, Inc.	COOLEST SUMMER IN THE U.S.A.	1859069	10/18/94
10.	Knowledge Learning Enterprises, Inc.	DAYBRIDGE	2189883	09/15/98
11.	Knowledge Learning Enterprises, Inc.	EARLY IMPRESSIONS	1714574	09/08/92
12.	Knowledge Learning Enterprises, Inc.	EVERY STEP IS AN OPPORTUNITY TO LEARN	2358354	06/13/00
13.	Knowledge Learning Enterprises, Inc.	FIGURE WITH C DESIGN	2315326	02/08/00
14.	Knowledge Learning Enterprises, Inc.	FUNFEST	2081953	07/22/97

	Registered Owner	Trademark Description	Registration Number	Registration Date
15.	Knowledge Learning Enterprises, Inc.	HAVE THE SUMMER OF A LIFETIME	2171369	07/07/98
16.	Knowledge Learning Enterprises, Inc.	HOLIDAY FUNFEST	2348977	05/09/00
17.	Knowledge Learning Enterprises, Inc.	KIDS ON THE GO	2732230	07/01/03
18.	Knowledge Learning Enterprises, Inc.	KIDS ON THE JOB	2732231	07/01/03
19.	Knowledge Learning Enterprises, Inc.	MAKING A DIFFERENCE FOR MORE THAN 30 YEARS	2518178	12/11/01
20.	Knowledge Learning Enterprises, Inc.	MEDALLION	2300403	12/14/99
21.	Knowledge Learning Enterprises, Inc.	MEGA MIX OF SUMMER KICKS	2840567	05/11/04
22.	Knowledge Learning Enterprises, Inc.	MERITOR	2412736	12/12/00
23.	Knowledge Learning Enterprises, Inc.	MERITOR	2243928	05/04/99
24.	Knowledge Learning Enterprises, Inc.	PATHWAYS PRESCHOOL PLUS	2100062	09/23/97
25.	Knowledge Learning Enterprises, Inc.	PATHWAYS	1622985	11/13/90
26.	Knowledge Learning Enterprises, Inc.	QUEST 4 FUN	1927401	10/17/95
27.	Knowledge Learning Enterprises, Inc.	QUEST 4 FUN!	1929224	10/24/95
28.	Knowledge Learning Enterprises, Inc.	SEE WHERE YOUR CHILD CAN GO	2355977	06/06/00
29.	Knowledge Learning Enterprises, Inc.	SET YOUR MIND FREE	2567159	05/07/02
30.	Knowledge Learning Enterprises, Inc.	TRACK PACK	2365171	07/04/00
31.	Knowledge Learning Enterprises, Inc.	WAY COOL, RIGHT AT SCHOOL!	2586339	06/25/02

	Registered Owner	Trademark Description	Registration Number	Registration Date
32.	Knowledge Learning Enterprises, Inc.	WE CALL IT LEARNING CHILDREN CALL IT FUN	1633500	01/29/91
33.	Knowledge Learning Enterprises, Inc.	WHERE LEARNING AND FUN BECOME ONE	2592828	07/09/02
34.	Knowledge Learning Enterprises, Inc.	MEGA MIX OF AFTER-SCHOOL KICKS!	2676837	01/21/03
35.	Knowledge Learning Enterprises, Inc.	THE GREAT BREAK ESCAPE	2743918	07/29/03
36.	Knowledge Learning Enterprises, Inc.	SUMMERTIME CHAMPIONS	2404530	11/14/00
37.	Knowledge Learning Enterprises, Inc.	SUMMERTIME CHAMPIONS AND DESIGN	2789123	12/02/03
38.	Knowledge Learning Enterprises, Inc.	THE DO-RIGHT CREW	2815479	02/17/04

Pending Trademarks:

	Applicant	Trademark Description	Serial Number	Application Date
1.	Knowledge Learning Enterprises, Inc.	MAKING THE EARLY YEARS COUNT	78/173102	10/10/02